

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.02-092
ANNUAL REQUIREMENTS FOR
TURF MAINTENANCE AT THERESA STREET WASTEWATER
AND ROUGH MOWING AT NORTHEAST WASTEWATER
TREATMENT FACILITY

DATE: December 23,2004

CONTRACT PERIOD: 2005 Mowing Season
(04/22/05-11/20/05)
CONTRACTOR: C & L Lawn Service, Inc.
740 South 238th Street
Elmwood, NE 68349

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Wade Leming
Telephone No.: 402-432-3251
FAX No.: 402-781-2343
E-Mail Address: NELEMINGS@yahoo.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

PER ATTACHED SERVICE AGREEMENT FOR THERESA STREET WASTEWATER:
Dated 24/April/2002

PER ATTACHED SERVICE AGREEMENT FOR NORTHEAST WASTEWATER:
Dated 24/April/2002

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

f/sharpurch/awardnotification/co02092c

EO # 71982
Dated: 12/14/04

EO
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SERVICE AGREEMENT
TURF MAINTENANCE FOR THE THERESA STREET WASTEWATER
TREATMENT FACILITY

This agreement, made this 8 day of April, 2002, by and between C & L Lawn Care, hereinafter referred to as Contractor, and the City of Lincoln, Nebraska, a body corporate and public, hereinafter referred to as City.

WHEREAS, the City has full responsibility and control over both treatment facilities grounds building structures, streets and all matters pertaining thereto; and

WHEREAS, from time to time the City's resources are insufficient to accomplish mowing and applying fertilizer/chemicals to turf areas in a timely manner or when it is not an efficient use of City staff, it is then necessary to acquire additional resources for the purpose of maintaining turf.

WHEREAS, it is the purpose of this agreement to provide for the Contractor to perform such maintenance services for the City.

NOW, THEREFORE, WITNESSETH, that:

1. The Contractor hereby agrees to perform turf maintenance at the Theresa Street Wastewater Treatment Facility as herein set forth during the 2002 mowing season between April 22, 2002 and October 28, 2002.
2. The agreement may, by mutual consent, be renewed for two (2) additional one (1) year terms at the prices indicated below.
3. Turf areas requiring mowing applications include a collective area of various locations within the treatment facility. (Refer to area map attached to this agreement)
 - 3.1 Estimated square footage of the Theresa Street Facility - 700,000
4. Work shall involve approximately 28 (weekly) mowings during the term of this agreement.
 - 4.1 All work shall be coordinated with the Facility Maintenance Supervisor or his designated representative.
 - 4.2 The period of time between mowings is intended to be weekly, but may vary during the mowing season due to weather conditions.
 - 4.2.1 Contractor shall contact the Facility Maintenance Supervisor for mowing schedule adjustments during extended periods of inclement weather.
 - 4.3 Each mowing shall be performed between the hours of 7:00 am and 7:00 pm, during a two (2) consecutive day period.
 - 4.4 Weekly mowings shall be coordinated so that turf height does not exceed 5 inches.

- 4.5 Mowing height guidelines are as follows:
- 4.5.1 Spring (April/June) and fall (September/October) seasons - 3 to 4 inches
 - 4.5.2 Summer (July/August) season - 4 inches
- 4.6 All obstacles shall be string trimmed on the same day that mowing is performed.
- 4.6.1 String Trimmed areas shall not exceed the established mowing height.
 - 4.6.2 Trimming shall be performed around trees, light posts, sign posts, curbs, and treatment facility structures.
 - 4.6.3 Contractor shall take caution as not to damage the trunks of trees.
- 4.7 Grass clippings shall be mulched and evenly dispersed so that they are not left in wind rows.
- 4.7.1 Grass shall not be blown into streets or onto sidewalks.
 - 4.7.2 Prior to mowing, the Contractor must remove litter from the areas to be mowed.

5. Equipment used in the performance of this Agreement shall be furnished by the Contractor.

5.1 The following is a list of the Contractor's equipment to be utilized.

5.1.1 Mowers: 2-Crosshopper 725 G-2 60" Decks with

1-Lazer 2 Fuel Injected 60" Deck with Collection

5.1.2 Trimmers: 3 Craftsman Industrial Trimmers / String line

5.1.3 Collection Equipment: on the mowers + Leaf Vac

5.1.4 Transport Equipment: 2000 Dodge Truck / 2000 Dodge Truck
12' Trailer (New) 16' Trailer (1yr)

5.2 All equipment must be well maintained and in a good safe operating condition.

5.2.1 Contractor shall provide all fuels, lubricants, maintenance and repairs.

6. Contractor's personnel shall be fully trained in commercial turf mowing and in the safe operation of Contractor's turf maintenance and transport equipment.

7. Turf maintenance services shall be performed at the following rates for the term of the agreement.

7.1 Total Per Mowing \$ 437 ⁵⁰/₇₄ / Total For 28 Mowings \$ 12,250 ⁰⁰/₇₄ (2002)

7.2 Total Per Rough Area Mowing \$ 383 ⁰³/₇₄ / Total for 28 Mowings \$ 10,725 ⁰⁰/₇₄ (2002)

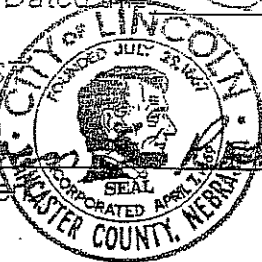
7.3 Contractor shall submit to the Facility Maintenance Supervisor monthly invoices itemizing the services invoiced.

8. The Contractor is an Independent contractor for the purposes of the Agreement, and neither the Contractor nor Contractor's employees or agents shall be considered for any purpose to be employees of the City.
9. Contractor shall provide general liability insurance in the amounts of \$2,000,000 combined single limit for property damage and personal injury.
- 9.1 Contractor shall name the City as "Additional Insured" as pertains to the performance of services for the term of the Agreement.
- 9.2 The insurance policy shall insure the City from any demands, claims, causes of action at law or in equity resulting from performance of this Agreement.
- 9.3 The Contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who perform any work under this agreement.
- 9.4 Contractor shall provide the City with certification of such insurance subject to the approval by the City Attorney.
10. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 10.1 Contractor shall comply with the provisions of chapter 11.08 of the Lincoln Municipal Code.
11. This Agreement may be canceled by either party hereto at any time during the term of the agreement upon thirty (30) days written notice.

Dated this 3rd day of June 2002.

ATTEST

City Clerk



City of Lincoln, Nebraska

Mayor

CONTRACTOR

C & L Lawn Service Inc
Company Name

740 S 238th
Street Address / P.O. Box

Elmwood NE 68349
City State Zip Code

Wade Leming
By: Authorized Signature

Wade Leming Co-Owner
Print Name Title

EO 644
36-82
45-64

Service Agreement
Turf Maintenance for the Northeast Wastewater Treatment Facility

This agreement, made this 24th day of April, 2002, by and between C & L Lawn Service, Inc. 740 South 238th Street, Elmwood, Nebraska 68506, hereinafter referred to as Contractor, and the City of Lincoln, Nebraska, a body corporate and public, hereinafter referred to as City.

WHEREAS, the City has full responsibility and control over both treatment facilities grounds, building structures, streets and all matters pertaining thereto; and

WHEREAS, from time to time the City's resources are insufficient to accomplish mowing and applying fertilizer/chemicals to turf areas in a timely manner or when it is not an efficient use of City staff, it is then necessary to acquire additional resources for the purpose of maintaining turf.

WHEREAS, it is the purpose of this agreement to provide for the Contractor to perform such maintenance services for the City.

NOW, THEREFORE, WITNESSETH, that:

1. The Contractor hereby agrees to perform turf maintenance at the **Northeast Wastewater Treatment Facility** as herein set forth during the 2002 mowing season between May 13, 2002 and November 18, 2002.
2. The agreement may, by mutual consent, be renewed for two (2) additional one (1) year terms at the prices indicated below.
3. Turf areas requiring mowing, fertilizing, and chemical applications include a collective area of various locations within the treatment facility. (Refer to area map attached to this agreement)
 - 3.1 Estimated square footage of the Northeast Facility - 300,000
4. Work shall involve approximately 28 (weekly) mowings during the term of this agreement.
 - 4.1 All work shall be coordinated with the Facility Maintenance Supervisor or his designated representative.
- 4.2 The period of time between mowings is intended to be weekly, but may vary during the mowing season due to weather conditions.
 - 4.2.1 Contractor shall contact the Facility Maintenance Supervisor for mowing schedule adjustments during extended periods of inclement weather.
- 4.3 Each mowing shall be performed between the hours of 7:00 am and 7:00 pm, during a two (2) consecutive day period.
- 4.4 Weekly mowings shall be coordinated so that turf height does not exceed 5 inches.
- 4.5 Mowing height guidelines are as follows:
 - 4.5.1 Spring (April/June) and fall (September/October) seasons - 3 to 4 inches
 - 4.5.1 Summer (July/August) season - 4 inches
- 4.6 All obstacles shall be string trimmed on the same day that mowing is performed.
 - 4.6.1 String Trimmed areas shall not exceed the established mowing height.
 - 4.6.2 Trimming shall be performed around trees, light posts, sign posts, curbs

- and treatment facility structures.
- 4.6.3 Contractor shall take caution as not to damage the trunks of trees.
- 4.7 Grass clippings shall be collected and disposed of on site.
- 4.7.1 Grass clippings can at times may be mulched and evenly dispersed upon prior approval by the Facility Maintenance Supervisor.
- 4.7.2 Prior to mowing, the Contractor must remove litter from the areas to be mowed.
5. Equipment used in the performance of this Agreement shall be furnished by the Contractor.
- 5.1 The following is a list of the Contractor's equipment to be utilized.
- 5.1.1 Mowers: 2-Grasshopper 725 with 60" decks & Collectors 1 Lazer 2 Fuel injected 60" deck with collection
- 5.1.2 Trimmers: 3- Craftsman Industrial string line
- 5.1.3 Collection Equipment: On mowers 1 leaf vac
- 5.1.4 Transport Equipment: 2000 Dodge/2001 Dodge
12 ft. trailer new 16 ft. trailer
- 5.2 All equipment must be well maintained and in a good safe operating condition.
- 5.2.1 Contractor shall provide all fuels, lubricants, maintenance and repairs.
6. Contractor's personnel shall be fully trained in commercial turf mowing and in the safe operation of Contractor's turf maintenance and transport equipment.
7. Turf maintenance services shall be performed at the following rates for the term of the agreement.
- 7.1 Total Per Mowing \$ _____ / Total For 28 Mowings
\$ _____ (2002)
- 7.2 Total Per Rough Area Mowing \$589.28 total for 28 Mowings
\$ 16,499.84 (2002)
- 7.3 Contractor shall submit to the facility Assistant Superintendent of Maintenance monthly invoices itemizing the services invoiced.
8. The Contractor is an independent contractor for the purposes of the Agreement, and neither the Contractor nor Contractor's employees or agents shall be considered for any purpose to be employees of the City.
9. Contractor shall provide general liability insurance in the amounts of \$2,000,000 combined single limit for property damage and personal injury.
- 9.1 Contractor shall name the City as "Additional Insured" as pertains to the performance of services for the term of the Agreement.

- 9.2 The insurance policy shall insure the City from any demands, claims, causes of action at law or in equity resulting from performance of this Agreement.
- 9.3 The Contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who perform any work under this agreement.
- 9.4 Contractor shall provide the City with certification of such insurance subject to the approval by the City Attorney.
10. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 10.1 Contractor shall comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
11. This Agreement may be canceled by either party hereto at any time during the term of the agreement upon thirty (30) days written notice.

Dated this 3rd day of June 2002.

ATTEST

City Clerk



City of Lincoln, Nebraska

Mayor

CONTRACTOR

Care
C & L Lawn Service Inc
Company Name

740 South 238th St.
Street Address / P.O. Box

Elmwood, NE 68349
City State Zip Code

By: Authorized Signature

Wade Leming Co-owner
Print Name Title